



UNITED STATES MARINE CORPS
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VIRGINIA 22134-5010

IN REPLY REFER TO:

5720
LAWQ
DON-USMC-2016-000419
10 Dec 15

UTC Aerospace Systems
Mr. Joel Lamendola
100 Pantan Road
Vergennes VT 054941

SUBJECT: FOIA DON-USMC-2016-000419

Dear Mr. Lamendola:

This responds to your FOIA request dated October 27, 2015, for a copy of contract M67854-12-C-6013.

The requested document is enclosed.

Fees associated with processing your request are minimal and waived.

If at any time you are not satisfied that a diligent effort was made to process your request, you may file an administrative appeal with the Assistant to the General Counsel (FOIA) at:


Department of the Navy
Office of the General Counsel
ATTN: FOIA Appeals Office
1000 Navy Pentagon Room 4E635
Washington DC 20350-1000

For consideration, the appeal must be received in that office within 60 days from the date of this letter. Attach a copy of this letter and a statement regarding why you believe an adequate search was not conducted. Both your appeal letter and the envelope should bear the notation "FREEDOM OF INFORMATION ACT APPEAL". Please provide a copy of any such appeal letter to the MARCORSYSCOM address above.

Any questions concerning this matter should be directed to Mrs. Bobbie Cave at (703) 432-3934 or bobbie.cave@usmc.mil.

Sincerely,

Bobbie Cave
for Lisa L. Baker
Counsel

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A6	PAGE OF PAGES 1 40		
2. CONTRACT (Proc. Inst. Ident.) NO. M67854-12-C-6013		3. EFFECTIVE DATE 30 Aug 2012		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE			
5. ISSUED BY MARCORSYSCOM CT MARINE CORPS SYSTEM COMMAND 2200 LESTER STREET ATTN: CT026 QUANTICO VA 22134		CODE M67854	6. ADMINISTERED BY (If other than Item 5) DCMA PHOENIX TWO RENAISSANCE SQUARE SUITE 400 40 NORTH CENTRAL AVE PHOENIX AZ 85004-4424				
			SCD: C				
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) RAYTHEON COMPANY MARC HOPKINS 1151 E HERMANS RD TUCSON AZ 85756-9367 520.794.3000 ryan_g_doak@raytheon.com			8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)				
			9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days				
			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM		
CODE 15090		FACILITY CODE					
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS - COWEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381				
			CODE HQ0339				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE		
SEE SCHEDULE							
15F. AMOUNT							
15G. TOTAL AMOUNT OF CONTRACT \$16,995,440.00							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number M67854-11-R-6013-0007 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER PAUL D. ROGERS / CONTRACT SPECIALIST TEL: 703-784-1599 EMAIL: paul.rogers@usmc.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA 		20C. DATE SIGNED 30-Aug-2012	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0100	<p>PERM E&MD</p> <p>CPFF</p> <p>Engineering and Manufacturing Development of 42 PERM rounds in accordance with Performance Specification PRF-PMM141/PERM, Attachment 1, and the Statement of Work (SOW). Total number of PERM rounds includes 37 All-up tactical PERM rounds, 2 PERM rounds with live energetics only, 2 PERM rounds with live tactical warheads and 1 PERM Round with Live Propelling Energetics. Incremental Funding is applied at the SubCLIN level, IAW Section G funding information and subject to FAR 52.232-22.</p> <p>FOB: Destination</p>		Lot		\$16,259,260.00
				ESTIMATED COST	\$15,458,849.00
				FIXED FEE	\$800,411.00
				TOTAL EST COST + FEE	\$16,259,260.00
010001	<p>Funding FY11</p> <p>CPFF</p> <p>This subCLIN provides incremental funding for CLIN 0100. Contractor shall not submit vouchers against this subCLIN. Vouchers shall be submitted against the CLIN for which this funding is provided (0100).</p> <p>FOB: Destination</p> <p>MILSTRIP: M6785412RCR1FY4</p> <p>PURCHASE REQUEST NUMBER: M6785412RCR1FY4</p>				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AA				\$4,007,371.40
	CIN: M6785412RCR1FY4010001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010002	Funding FY12 CPFF This subCLIN provides incremental funding for CLIN 0100. Contractor shall not submit vouchers against this subCLIN. Vouchers shall be submitted against the CLIN for which this funding is provided (0100). FOB: Destination MILSTRIP: M9545012RCR2EB7 PURCHASE REQUEST NUMBER: M9545012RCR2EB7				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AB CIN: M9545012RCR2EB7010002				\$5,471,352.12

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101	CDRLs CPFF In accordance with DD 1423 - Exhibit A. Incremental Funding is applied at the SubCLIN level, IAW Section G funding information and subject to FAR 52.232-22. FOB: Destination		Lot		\$492,574.00
				ESTIMATED COST	\$466,459.00
				FIXED FEE	\$26,115.00
				TOTAL EST COST + FEE	\$492,574.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010101	Funding FY11 CPFF This subCLIN provides incremental funding for CLIN 0101. Contractor shall not submit vouchers against this subCLIN. Vouchers shall be submitted against the CLIN for which this funding is provided (0101). FOB: Destination MILSTRIP: M6785412RCR1FY4 PURCHASE REQUEST NUMBER: M6785412RCR1FY4				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AA CIN: M6785412RCR1FY4010101				\$121,403.25

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010102	Funding FY12 CPFF This subCLIN provides incremental funding for CLIN 0101. Contractor shall not submit vouchers against this subCLIN. Vouchers shall be submitted against the CLIN for which this funding is provided (0101). FOB: Destination MILSTRIP: M9545012RCR2EB7 PURCHASE REQUEST NUMBER: M9545012RCR2EB7				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AB CIN: M9545012RCR2EB7010102				\$165,754.52

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102	Projectile Interface Device CPFF Two (2) In accordance with Section 3.13 of the Statement of Work (SOW). Incremental Funding is applied at the SubCLIN level, IAW Section G funding information and subject to FAR 52.232-22. FOB: Destination		Lot		\$110,704.00
				ESTIMATED COST	\$104,847.00
				FIXED FEE	\$5,857.00
				TOTAL EST COST + FEE	\$110,704.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010201	Funding FY11 CPFF This subCLIN provides incremental funding for CLIN 0102. Contractor shall not submit vouchers against this subCLIN. Vouchers shall be submitted against the CLIN for which this funding is provided (0102). FOB: Destination MILSTRIP: M6785412RCR1FY4 PURCHASE REQUEST NUMBER: M6785412RCR1FY4				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AA CIN: M6785412RCR1FY4010201				\$27,284.89

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010202	Funding FY12 CPFF This subCLIN provides incremental funding for CLIN 0102. Contractor shall not submit vouchers against this subCLIN. Vouchers shall be submitted against the CLIN for which this funding is provided (0102). FOB: Destination MILSTRIP: M9545012RCR2EB7 PURCHASE REQUEST NUMBER: M9545012RCR2EB7				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AB CIN: M9545012RCR2EB7010202				\$37,252.65

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103	Extractor Tool CPFF Two (2) In accordance with Section 3.15 of the SOW and Section 3.4.2.3 of the Performance Specification PRF-PMM141/PERM, Attachment 1. Incremental Funding is applied at the SubCLIN level, IAW Section G funding information and subject to FAR 52.232-22. FOB: Destination		Lot		\$4,531.00
				ESTIMATED COST	\$4,291.00
				FIXED FEE	\$240.00
				TOTAL EST COST + FEE	\$4,531.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010301	Funding FY11 CPFF This subCLIN provides incremental funding for CLIN 0103. Contractor shall not submit vouchers against this subCLIN. Vouchers shall be submitted against the CLIN for which this funding is provided (0103). FOB: Destination MILSTRIP: M6785412RCR1FY4 PURCHASE REQUEST NUMBER: M6785412RCR1FY4				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AA CIN: M6785412RCR1FY4010301				\$1,116.73

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010302	Funding FY12 CPFF This subCLIN provides incremental funding for CLIN 0103. Contractor shall not submit vouchers against this subCLIN. Vouchers shall be submitted against the CLIN for which this funding is provided (0103). FOB: Destination MILSTRIP: M9545012RCR2EB7 PURCHASE REQUEST NUMBER: M9545012RCR2EB7				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AB CIN: M9545012RCR2EB7010302				\$1,524.71

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104	Engineering Test Support CPFF In accordance with 3.12 of Section C, PERM Statement of Work (SOW), and Attachment 2, PERM Demonstration Testing and Design Analysis SoW. Incremental Funding is applied at the SubCLIN level, IAW Section G funding information and subject to FAR 52.232-22. FOB: Destination		Lot		\$128,371.00
				ESTIMATED COST	\$121,724.00
				FIXED FEE	\$6,647.00
				TOTAL EST COST + FEE	\$128,371.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010401	Funding FY11 CPFF This subCLIN provides incremental funding for CLIN 0104. Contractor shall not submit vouchers against this subCLIN. Vouchers shall be submitted against the CLIN for which this funding is provided (0104). FOB: Destination MILSTRIP: M6785412RCR1FY4 PURCHASE REQUEST NUMBER: M6785412RCR1FY4				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AA CIN: M6785412RCR1FY4010401				\$128,371.00

Section C - Descriptions and Specifications

STATEMENT OF WORK

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STATEMENT OF WORK (SOW)
FOR THE
PRECISION EXTENDED RANGE MUNITION (PERM)

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1. SCOPE. This SOW sets forth the work efforts required to design, develop, integrate, produce, and test the PERM. The contractor shall be responsible for providing all specific material, services, and necessary support documentation needed to complete the tasks identified in this SOW. The scope of this effort includes Engineering & Manufacturing Development (E&MD), including design, development, and a demonstration. The Program Manager, Fire Support Systems (PM FSS) will conduct the PERM demonstration utilizing rounds supplied by the contractor. PM FSS will test the PERM rounds for range, accuracy, lethality, and tailored Insensitive Munitions (IM) compliance (subset of the full IM tests).

2. APPLICABLE DOCUMENTS.

2.1 General. The following documents form a part of this SOW to the extent specified herein. The most recent revision of the referenced document at the time of contract award shall be used unless otherwise specified. In the event of a conflict between the references cited herein and this SOW, the SOW shall take precedence. All second tier and below references cited in mandatory compliance documents shall be considered as guidance only. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

2.2 Government Documents.

2.2.1 Specifications, standards, and handbooks.

DEPARTMENT OF DEFENSE STANDARDS

MIL-STD-882D	Standard Practice for System Safety
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DEPARTMENT OF DEFENSE HANDBOOKS

MIL-HDBK-61A	Configuration Management Guidance
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MIL-HDBK-470	Designing and Developing Maintainable Products and Systems
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(Copies of these documents are available online at <https://assist.daps.dla.mil/quicksearch/> or from the Standardization Document Order Desk, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094.)

2.2.2 Other Government documents, drawings, and publications.

UNITED STATES MARINE CORPS

PRF-PMM141/PERM	Performance Specification for the Precision Extended Range Munition (PERM)
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EFSS Lifecycle Environmental Profile (LCEP)

(Copies of these documents are available from Marine Corps Systems Command, ATTN PM FSS, 2200 Lester Street, Quantico, VA 22134-6050.)

2.3 Non-Government Documents.

AEROSPACE INDUSTRIES ASSOCIATION

NAS 411

Hazardous Materials Management Program

(Copies of NAS 411 are available from www.aia-aerospace.org or Aerospace Industries Association, 1000 Wilson Boulevard, Suite 1700, Arlington, VA 22209-3928.)

AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)

ASME Y14.100

Engineering Drawing Practices

ASME Y14.34

Engineering Drawings/Models Practices

(Copies of ASME documents are available from www.asme.org or American Society of Mechanical Engineers Information Central Orders/Inquiries, P.O. Box 2300, Fairfield, NJ 07007-2300.)

3. REQUIREMENTS. The contractor shall perform all tasks required and delineated in this SOW required to design, develop, integrate and deliver the PERM, and provide engineering and technical test support.

The major required activities are listed below:

- a. The contractor shall design and develop the PERM to meet the specifications and criteria of the PERM Performance Specification, PRF-PMM141/PERM.
- b. The contractor shall conduct a PERM Preliminary Design Review (PDR), during which the contractor shall present the PERM preliminary design.
- c. The contractor shall conduct a PERM Critical Design Review (CDR).
- d. The contractor shall fabricate PERM systems/all-up rounds/components which will be used during the Government PERM demonstration.
- e. The contractor shall provide engineering and technical support to the Government during the Government PERM demonstration.

3.1 Program and Data Management.

3.1.1 Program Management. The contractor shall establish and maintain program management practices throughout the period of performance. Program management practices shall provide visibility into the contractor's organization and techniques used in managing the program, including subcontractor and data management. Documentation shall be readily available to Government representative(s) during planned visits.

3.1.1.1 Schedule Planning. The contractor shall maintain an accurate schedule of program events and program schedules, including review and evaluation techniques, which supports the contract delivery schedule while at the same time satisfying all contract requirements in a cost-effective manner. The program schedule shall include all significant events, and a Program Planning Milestone Chart shall depict major tasks and events from start to completion of the contract. The contractor shall provide the Government progress and status reports including notification of any actual, anticipated or potential work stoppages or delays that have or could impact schedule.

CDRL A001: DI-MGMT-80227, Contractor's Progress, Status and Management Report

3.1.1.2 Contract Funds Status Report. The contractor shall provide Contract Funds Status Reports (CFSR) to the Government.

CDRL A002: DI-MGMT-81468, Contract Funds Status Report (CFSR)

3.1.1.3 Assignment of Responsibility and Authority. The contractor shall identify the organizational elements responsible for the conduct of the activities delineated in this SOW. Responsibilities shall be assigned and clear lines of authority defined for determining and controlling the resources necessary to satisfy each element of this SOW. The following billets are considered key personnel. The contractor, in writing, shall appoint all persons filling these billets. The contractor shall notify the Government within ten days of any changes regarding authority, responsibility, or key personnel changes made by the contractor during the period of performance. Any changes are subject to Government approval.

a. Program Manager. The contractor shall designate a Program Manager (PM) who shall possess sufficient corporate authority to manage, direct, execute and control all elements of the contract. The PM shall serve as the primary point of contact between the contractor and the Government and be responsible for the coordination of all contractor activities related to the contract.

b. Lead/Chief/Systems Engineer. The contractor shall designate a Lead/Chief/Systems Engineer who shall possess sufficient authority to manage, direct, execute and control all engineering elements of the contract.

c. Lead Test Engineer. The contractor shall designate a Lead Test Engineer who shall possess sufficient authority to manage, direct, execute, and control all test elements of the contract.

d. Configuration Management (CM) Manager. The contractor shall designate a CM Manager who shall possess sufficient authority to manage, direct, execute and control all CM elements of the contract.

e. Environment, Safety, and Occupational Health (ESOH) Manager. The contractor shall designate an ESOH Manager who shall possess sufficient authority to manage, direct, execute and control all ESOH elements of the contract.

f. Quality Assurance (QA) Manager. The contractor shall designate a QA Manager who shall possess sufficient authority to manage, direct, execute and control all quality assurance elements of the contract.

3.1.2 Subcontractor Management. The contractor is responsible for performance of requirements delineated in this SOW and shall institute appropriate management actions relative to subcontractor performance. Requirements that are contractually specified shall apply to subcontractor performance as well as the prime contractor; however, the contractor shall be accountable for compliance of subcontractors and is responsible for ensuring all deliverable products comply with the contract requirements.

3.1.3 Data Management. The contractor shall establish a single, centralized system for management of all data required under this contract. The contractor, in developing information that will be furnished to the Government, shall make the maximum use of existing applicable data and provide maximum multiple use of technical information. Specific data management functions shall include schedule control for deliverables, maintenance of deliverables, approval of deliverable format, and distribution and delivery of data products. The system shall include facilities for storage of all data developed or utilized for this contract and shall provide equivalent access to the data by the Government. The contractor shall ensure all data is centrally available for Government review to ensure continuity of the system fabrication and supporting documentation. The Government reserves the right to review all data associated with and developed for the PERM.

3.2 Government Furnished Property.

3.2.1 Government Furnished Equipment (GFE). If any GFE is provided to the contractor, the contractor shall provide for accountability, security, and storage for the GFE provided.

CDRL A003: DI-MGMT-80389B, Receipt of Government Materiel Report

3.2.2 Government Furnished Information. The contractor shall notify the Government of any deficiencies in any GFI received.

CDRL A004: DI-MGMT-80596, Government Furnished Information Deficiency Report

3.3 Meetings, Formal Reviews, and Conferences.

3.3.1 Contractor Responsibilities. The contractor shall plan, host, attend, coordinate, support and conduct meetings, formal reviews, and conferences. The reviews shall be conducted at Government and contractor facilities. Reviews requiring demonstration and/or examination of equipment shall be conducted at the contractor's facility. All such reviews shall be included in the program schedule and may be held concurrently with the Government's approval. The contractor shall prepare agendas and conference presentation materials and provide minutes and reports following each review. Assignment of responsibility for completion and due dates shall be determined prior to adjournment of all reviews. A summary of all action items, responsible parties, and estimated completion dates shall be included with the minutes.

CDRL A005: DI-ADMN-81249A, Conference Agenda / Standard

CDRL A006: DI-ADMN-81250A, Conference Minutes / Standard

CDRL A007: DI-ADMN-81373, Presentation Materials

3.3.2 Post Award Conference. The contractor shall host a Post Award Conference (PAC) at the contractor's facility within 30 days after Contract Award. During the PAC, the parties will also review the contract and all stated requirements and testing procedures, clarify any pertinent questions, and ensure the parties have a complete understanding of the technical requirements and their individual responsibilities. The contractor shall present management, key personnel and program implementation processes. The contractor shall prepare presentation materials providing an overview of all agenda items.

3.3.3 In-Process Review (IPR). IPRs shall be held on a quarterly basis at a date and location mutually agreed upon. The initial IPR shall include a contractor prepared requirements and design review. The review will include contractor requirements traceability, status on technology development and program risk assessment. The Government reserves the right to cancel any review or to require any review to be scheduled during the period of performance. The contractor's progress, management, integrated logistics support, administrative information, assurance of compliance with contract requirements, program status, funding, problem identification and resolutions shall be agenda items. Actual versus expected performance of each area shall be addressed. The contractor shall prepare presentation materials providing an overview of all agenda items.

3.4 PERM Design and Development. The contractor shall design and develop a PERM round that meets the specifications and criteria of the PERM Performance Specification, PRF-PMM141/PERM.

3.5 Systems Engineering. The contractor shall establish and maintain an effective systems engineering program throughout the contract period of performance. The systems engineering program shall be documented in a System Engineering Management Plan to be provided to the Government and shall include the elements described in paragraphs 3.5.1 through 3.5.5.

CDRL A008: DI-SESS-81785, System Engineering Management Plan

3.5.1 Preliminary Design Review. The contractor shall participate in a PDR in accordance with the contract schedule and have all studies, estimates, analyses, designs, and reports available for the Government to review at least 30 days prior to the PDR. The PDR shall include each equipment, hardware and software configuration item and related peculiar support equipment. The contractor shall show and/or demonstrate that evaluations of materials, lead times, tooling, fabrication techniques, assembly methods, test equipment, skills, processes and inspection techniques have been accomplished for each equipment, hardware and software configuration item and related support equipment; show and/or demonstrate that producibility objectives have been achieved; and shall identify all

single source, sole source and diminishing source(s). This review will evaluate the progress, technical adequacy and risk resolution (on a technical, cost and schedule basis) of the design and will assess the technical risk associated with the selected manufacturing (assembly) methods (processes). During this review the contractor shall present their plan to meet the contract schedule for demonstration ammunition.

- CDRL A009: DI-MISC-80508B, Technical Report–Study/Services / Post-PDR Report
- CDRL A010: DI-SESS-81000D, Product Drawings/Models and Associated Lists / PERM (PDR)
- CDRL A011: DI-MISC-80508B, Technical Report–Study/Services/Production Plan for the Demonstration Ammunition
- CDRL A012: DI-SESS-81757A, Design Review Information Package (DRIP) / PDR Deliverables

3.5.2 Critical Design Review. The contractor shall participate in a CDR in accordance with the contract schedule and have all studies, estimates, analyses, designs, and reports available for the Government to review at least 30 days prior to the CDR. The contractor shall present a final design that incorporates all changes to the design presented at the PDR. The contractor shall provide a detailed review of the hardware and software design for the PERM and all data items required by the contract. The contractor shall provide traceability which demonstrates that the design furnished at CDR implements the performance requirements of the PERM, and shall present the methods used to verify and validate the design.

- CDRL A013: DI-MISC-80508B, Technical Report–Study/Services / Post-CDR Report
- CDRL A014: DI-SESS-81000D, Product Drawings/Models and Associated Lists / PERM (CDR)
- CDRL A015: DI-MISC-80508B, Material and Structural Analysis of the PERM Round
- CDRL A016: DI-SESS-81757A, Design Review Information Package (DRIP) / CDR Deliverables

3.5.3 Open Systems Design. The contractor shall use, to the maximum extent possible, an open systems approach as the preferred design strategy to: (1) choose commercially supported specifications and standards for selected system interfaces (external, internal, functional and physical), products, practices and tools; and (2) build open system architectures as the primary foundation in developing the proposed system and its elements. Open systems is a system design philosophy that uses widely-accepted, industry-approved interface standards that will allow technological upgrades in system components to be more easily inserted in the future. The contractor shall identify the means for ensuring conformance to open systems standards and profiles throughout the development process and provide evidence that the process being used to manage the open systems approach supports open system benefits such as portability, interoperability, technology insertion, vendor independence, reusability, scalability and commercial product based maintainability.

3.5.4 Reliability Program. The contractor shall execute a Reliability Program to ensure the PERM meets the reliability requirements as stated in the PERM System Performance Specification. The PERM design shall be monitored throughout the period of performance to identify and assess any changes which would impact reliability. The program shall encompass all aspects of reliability with respect to the selection of components, predictions and testing. The contractor shall develop and maintain a PERM reliability database/model, and shall inform the Government of any part or component which could be a problem from a reliability perspective. The contractor is encouraged to apply MIL-HDBK-470 as guidance. The Reliability Program shall include, at a minimum, the following:

3.5.4.1 Failure Modes, Effects and Criticality Analysis. The contractor shall prepare a Failure Modes, Effects and Criticality Analysis (FMECA) to identify all system failure modes. Failure modes resolved by inherent Built-in Test (BIT) capabilities shall be identified in the analysis. For all failure modes not resolved by BIT, this analysis shall identify the Single Point of Failure. The failure effects to the system shall be identified in addition to the criticality level of each failure (inoperable or degraded). In the event of a degraded effect, the contractor shall

identify the operational/inoperable functional capabilities. Failure indications/symptoms to the operator/maintainer shall be detailed within the report.

CDRL A017: DI-ILSS-81495, Failure Mode Effects, and Criticality Report

3.5.4.2 Parts Screening. The contractor shall establish procedures and controls to ensure products obtained from suppliers, vendors and subcontractors do not degrade the ability of the PERM to achieve the requirements identified in the performance specification.

3.5.4.3 Reliability Predictions. The contractor shall provide reliability predictions based on their design baseline. Reliability data shall be predicted and/or adjusted based on the PERM lifecycle Environmental Profile (LCEP) and shall account for end-user environmental conditions, including the affects of sun load conditions. System environmental parameters presented in the performance specification shall apply. De-rating criteria applied to calculations shall be detailed within the reliability report. Where relevant actual/historical reliability data exists, this data shall take precedence over predicted data and be adjusted appropriately to account for differences between the environments for the historical data and the specified PERM environment. The reliability predictions shall be decomposed down to the lowest appropriate design indenture level and updated as needed to reflect design or mission profile changes. In the event that the system architecture provides redundant functional/physical capabilities, the reliability report shall explain how this redundancy was taken into account in the reliability predictions and on mission reliability. The contractor shall provide reliability prediction reporting for the All Up Round.

CDRL A018: DI-RELI-81497, Reliability Prediction and Documentation of Supporting Data

3.5.5 Radio Frequency Spectrum Compatibility. The contractor shall submit the data required to complete DD Form 1494 for obtaining an approved frequency for the PERM, if applicable.

CDRL A019: DI-EMCS-81827, Spectrum Certification Spectral Characteristics Data

3.5.6 Quality Management System. The contractor's quality management system shall ensure product conformation to contractual requirements. The contractor shall have implemented, documented and have previously demonstrated the ability to maintain the quality management system to be used on the contract. The contractor shall make available all quality management documentation for the Government to review upon request.

3.6 Government Access. The contractor shall provide the Government (and/or Government support contractors) electronic access to a shared document repository throughout the term of the contract for document exchange.

3.7 Producibility. The contractor shall apply effective producibility principles during the PERM design process to ensure that the production units can be efficiently and effectively manufactured using the anticipated production facilities, equipment, materials, manpower and processes. The producibility planning effort shall also address production control, quality control, tooling and inspection. The contractor shall report on the progress of this effort during the PDR and CDR and make any data created available to the Government upon request. The contractor shall prepare and deliver a Producibility Analysis Report.

CDRL A020: DI-MGMT-80797, Producibility Analysis Report

3.8 Environment, Safety, and Occupational Health.

3.8.1 System Safety. The contractor shall identify and evaluate PERM environmental, safety and occupational health hazards; define risk levels; and establish a program that manages the probability and severity of all hazards associated with development, manufacture, use and disposal of the system in accordance with MIL-STD-882D. Residual risks will be evaluated by the Government in accordance with MIL-STD-882D and accepted as appropriate prior to exposing people, equipment or the environment to known system related ESOH risks. The contractor must identify all explosive safety risks as such in the system safety documentation.

3.8.1.1 Safety Assessment. The contractor shall perform and document a Safety Assessment to identify all safety features of the hardware, software and system design and to identify procedural, hardware and software-related hazards that may be present in the PERM including specific procedural controls and precautions that should be followed. In addition, the contractor shall make recommendations applicable to hazards at the interface of the PERM as outlined in the PERM Performance Specification.

3.8.1.2 Safety Assessment Report. The contractor shall provide a Safety Assessment Report (SAR) that documents the Safety Assessment and clearly identifies any residual risks of the PERM. This report shall include an analysis of the PERM surface danger zone. The SAR shall include a signed statement that all identified hazards have been eliminated or their associated risks controlled to acceptable levels and that the PERM is ready to test. The SAR shall include relevant Material Safety Data Sheets.

CDRL A021: DI-SAFT-80102B, Safety Assessment Report (SAR)

3.8.1.3 System Safety Working Group. Once every three months, or as needed, a Government-chaired System Safety Working Group (SSWG) meets to review safety issues. The contractor shall be a participating member of the SSWG. The meetings shall be held at times and places mutually agreed to. As a minimum, the agenda shall provide for status reporting, analysis of problem areas, evaluation of schedules and proposed changes to the program. Open agenda items shall be assigned to a contractor or Government team member for action. Each assigned agenda item shall have a completion date, and the action officer shall provide the status of action at subsequent meetings.

3.8.2 Explosive Safety. The contractor shall ensure that the PERM explosive hazards are properly classified. The contractor shall ensure that the PERM can be manufactured, tested, transported, handled, stored, used, maintained, demilitarized and disposed of safely within the Marine Corps munitions lifecycle environment. The contractor shall evaluate and manage the use and selection of energetic materials and the design of ammunition and explosive systems to reduce the probability and the consequence of any ammunition or explosives mishap. Additionally, the contractor shall consider potential trade-offs in the design of the system with respect to ammunition reliability versus the likelihood of unexploded ordnance.

3.8.3 Hazardous Materials Management Program and Pollution Prevention (HMMP). The contractor shall implement a Hazardous Materials Management Program (HMMP) and Pollution Prevention (P2) in accordance with NAS 411. The contractor shall avoid the use of toxic chemicals, hazardous materials and ozone depleting substances in the design, operational support and disposal of the PERM where possible. The HMMP shall establish a process to manage all requirements for asbestos, radioactive materials, cadmium, hexavalent chromium and extremely toxic or hazardous materials in design. In some cases, the only acceptable option may be the total elimination of the use of these materials. The use of Class I or Class II Ozone Depleting Chemicals (ODCs) is prohibited in the design or operational support of the system without specific written approval of the contracting officer. More information on chemicals and hazardous materials to be avoided can be obtained from the Environmental Protection Agency.

3.8.3.1 Hazardous Materials Management Program and Pollution Prevention Plan. The contractor shall provide a HMMP and a P2 Plan to the Government for review and approval. The HMMP Plan shall define the contractor's approach to assure that consideration is given throughout all acquisition phases of the system; hazardous materials and processes associated with each contract hardware deliverable item are selectively identified and evaluated based on environmental and health concerns; and hazardous material elimination, minimization or control are considered and detailed in the system design and the manufacturing process.

CDRL A022: DI-MGMT-81398A, Hazardous Materials Management Program (HMMP) Plan

3.8.3.2 Hazardous Materials Management Program and Pollution Prevention Plan Report. The contractor shall provide a HMMP and P2 Plan Report to the Government for review and approval. The HMMP and P2 Reports shall identify the status of the contractor's HMMP and P2 Plans to assure that the plan is followed throughout all acquisition phases of the system; hazardous materials and processes associated with each contract hardware deliverable item are selectively identified and evaluated based on environmental and health concerns; and hazardous material elimination, minimization, or control are considered and detailed in the system design and the manufacturing process.

CDRL A023: DI-MISC-81397A, Hazardous Materials Management Program (HMMP) Report

3.8.4 Environmental Considerations (EC). The contractor shall provide information on the potential for any adverse environmental impacts from the manufacturing, operation, maintenance and disposal of the PERM.

CDRL A024: DI-MISC-80508B, Technical Report, Study/Services (EC)

3.8.5 Environment, Safety, and Occupational Health Compliance Assessment. The contractor shall provide the Government with an assessment of applicable ESOH laws and regulations, identifying any potential compliance issues.

CDRL A025: DI-MISC-80508B, Technical Report, Study/Services (ESOH)

3.9 Configuration Management Process. The contractor shall maintain a configuration management (CM) process for the control of all hardware and software configuration documentation, media and parts representing or comprising the PERM. MIL-HDBK-61A may be used as guidance. The contractor's CM process shall consist of configuration identification, configuration control, configuration status accounting (CSA) and configuration audits. The contractor shall notify the Government of any changes at the contractor's facility which affect the contractor's established CM process.

3.9.1 Configuration Identification. The contractor shall participate in a joint Government/contractor integrated team to designate configuration items (CIs) to be managed by the Government and those to be managed by the contractor at a lower level/tier. For those CIs that have been identified for Government control, the contractor shall provide form, fit, function and interface documentation necessary for configuration status accounting. The contractor shall establish management practices for those lower level/tier CIs.

3.9.2 Configuration Status Accounting. The contractor shall establish and maintain a CSA database which represents the configuration of the PERM. All baselines and changes shall be documented in the contractor's CSA database. The contractor's CSA database shall permit acceptance of commercial product information; however, if requirements to report data outside of the contractor's CSA database or format exist, the information may be delivered as a supplement to prevent disruption to their existing system. The contractor's CSA database shall reconcile any differences between the supplier information and contractor practices to provide the Government with clear accountability of product information. Additionally, the CSA database shall provide a reliable source of configuration information to support PERM activities, including program management, systems engineering, logistics support and modification/maintenance actions.

CDRL A026: DI-CMAN-81253A, Configuration Status Accounting Information

3.9.3 Baseline Management. The contractor shall be responsible for maintaining the currency and accuracy of the PERM configuration baselines to ensure adequate configuration management of PERM form, fit, function and interface data. The contractor shall establish configuration management processes which identify how the PERM configuration baselines will be managed/ maintained. These processes shall be defined in the contractor's configuration management plan and made available for Government review.

3.9.3.1 Allocated Baseline. The contractor shall develop and maintain a PERM Allocated Baseline (ABL). The ABL shall describe the CIs/Computer Software Configuration Item to a level of design detail which is greater than that for a functional baseline. The ABL shall be supplemented by specifications, drawings and related data as necessary to specify: (1) the essential CI functional characteristics as allocated from higher-level CI; (2) external and internal interface requirements for each CI; (3) physical characteristics necessary to ensure compatibility with associated systems and CIs; and (4) constraints on the design of a CI, including GFE employed, envelope dimensions, component standardization and Integrated Logistics Support requirements. The ABL will be established upon successful completion of the PDR.

3.9.3.2 Product Baseline. The contractor shall establish and maintain the PERM Product Baseline (PBL). The PERM PBL will be established upon successful completion of the CDR. Government approval is required for all Class I ECPs. Government concurrence is required for all Class II ECPs.

CDRL A027: DI-CMAN-80639C, Engineering Change Proposal (ECP)

3.10 Engineering Drawings.

3.10.1 Commercial Drawings/Models. The contractor shall provide commercial drawings/models to the Government at PDR and CDR for commercial item(s) selected for use in the design and not covered by Government or nationally recognized industry association specifications and standards. The contractor shall provide evidence that the part complies with the requirements of the applicable part documentation. Existing test data (such as supplier originated objective evidence of compliance or Government/Industry Data Exchange Program reports) shall be used to the maximum extent practicable.

CDRL A028: DI-SESS-81003D, Commercial Drawings/Models and Associated Lists

3.10.2 Conceptual Design Drawings/Models. The contractor shall create conceptual design drawings/models and provide them to the Government. Revised and/or updated existing drawings/models and new drawings/models shall be included in the conceptual design drawing package. Conceptual design drawings/models shall be used as engineering data to support design analysis and the development of pre-production hardware. The conceptual design drawings/models shall serve as the basis for establishing the allocated baseline and for future development of the developmental design drawings/models. These drawings/models shall also be used for CM and for controlling and using materials, parts and assemblies whether produced in-house or vendor supplied.

CDRL A029: DI-SESS-81001D, Conceptual Design Drawings/Models

3.11 Core Software Metrics. The contractor shall define, develop and implement the following minimum set of core metrics:

- a. Schedule for Software Integration
- b. Organizational staffing chart for Software Team
- c. Quality of Software - defect rate, defect density, actual defects vs. expected defects
- d. Size/Stability of Software- monitor the code changes and/or additions for the integration effort

The metrics shall clearly portray variances between planned and actual performance, provide prediction or early detection of situations that require management attention and support the assessment of the impact of proposed changes on the program.

CDRL A030: DI-MISC-80508B, Technical Report-Study/Services /Core Software Metrics

3.12 Testing/Verification.

3.12.1 Contractor Support to Government Testing. The contractor shall provide sufficient personnel to support the PERM demonstration and troubleshoot any anomalies that may arise. Contractor personnel shall provide technical support consisting of: projectile initialization, extraction, knowledge of safe handling and related techniques, knowledge of projectile assembly and disassembly, rendering safe procedures, and knowledge of flight control software. The contractor shall provide any PERM-specific support equipment necessary to conduct the demonstration.

3.12.2 Test Readiness Review (TRR). The purpose of the TRR is for the Government to conduct a formal review of all participants readiness for testing. The contractor shall participate in a TRR approximately 60 days prior to the start of the demonstration.

3.13 Projectile Interface Device. If necessary to initialize the PERM round during the demonstration, the contractor shall develop and deliver two (2) projectile interface devices.

3.14 Packaging. The contractor shall design the PERM packaging in accordance with the performance specification.

3.15 Extraction Device. If necessary the contractor shall develop and deliver two (2) extractor devices for use with the PERM round during the demonstration.

3.16 Software.

3.16.1 Software Requirements Specification(s). The contractor shall provide Software Requirements Specification(s) (SRS(s)). The SRS(s) shall specify the requirements for the Software Configuration Item(s) (SCI) and the verification methods to be used to ensure that each requirement has been met.

CDRL A031: DI-IPSC-81433A, Software Requirements Specification(s) (SRS(s))

3.16.2 System/Subsystem Specification(s). The contractor shall provide System/Subsystem Specification(s) (SSS(s)). The SSS(s) shall specify the requirements for a system or subsystem and the verification methods to be used to ensure that each requirement has been met. The SSS(s) shall be used as the basis for the design of a system or subsystem.

CDRL A032: DI-IPSC-81431A, System/Subsystem Specification(s) (SSS(s))

3.16.3 System/Subsystem Design Description. The contractor shall provide a System/Subsystem Design Description (SSDD). The SSDD shall describe the system- or subsystem-wide design and the architectural design of a system or design of a system or subsystem.

CDRL A033: DI-IPSC-81432A, System/Subsystem Design Description (SSDD)

3.16.4 Interface Requirements Specification(s). The contractor shall provide Interface Requirements Specification(s) (IRS(s)). The IRS(s) shall specify the requirements imposed on one or more systems, subsystems, Hardware Configuration Items (HWCIs), SCIs, manual operations or other system components to achieve one or more interfaces among these entities.

CDRL A034: DI-IPSC-81434A, Interface Requirements Specification(s) (IRS(s))

3.16.5 Interface Design Description(s). The contractor shall provide Interface Design Description(s) (IDD(s)). The IDD(s) shall describe the interface characteristics of one or more systems, subsystems, HWCIs, SCIs, manual operations or other system components.

CDRL A035: DI-IPSC-81436A, Interface Design Description(s) (IDD(s))

3.17 Technical Data. The contractor shall provide all data necessary to generate an independent, nonlinear model of the PERM round's aerodynamics, autopilot, rocket motor characteristics, and data relating to the Guidance, Navigation, and Control (GN&C) package including sensor characteristics and navigation architectures. These data requirements are outlined below. The contractor shall acknowledge the Government's unlimited rights in all designs and any and all other technical data developed or created under this contract exclusively at Government expense in accordance with DFARS clause 252.227-7013. To the extent that the contractor demonstrates to the satisfaction of the contracting officer that some portion of the designs or technical data related to the performance of this contract incorporate information which were previously developed exclusively at private expense, the contractor shall acknowledge Government purpose rights in any and all such design, test, or other technical data delivered or provided to the Government pursuant to the performance of this contract, regardless of whether or not such information is expressly addressed as a separately listed contract CDRL. The contractor shall review the pertinent DFARS subpart 227 clauses included in this contract before asserting any proprietary rights or including any

restrictive markings or legends on any design, test, or other technical data delivered or provided to the Government pursuant to the performance of this contract.

3.17.1 Aerodynamics Data. The contractor shall provide all aerodynamic data (force and moment coefficients) necessary to characterize the proposed airframe configurations. The contractor shall provide a complete set of aero-coefficients for all candidate configurations and/or a baseline configuration, along with descriptions of associated sign conventions and assumptions, and coordinate frame references (i.e. body, wind) used. The contractor shall also provide drawings for airframe characterizations (dimensions of tails, canards, body diameter/area, boat-tail, cg location, rocket motor orientation, etc.).

CDRL A036: DI-MISC-80508B, Technical Report-Study/Services /Aerodynamics Data

3.17.2 Mass/Balance Data. The contractor shall provide all data required to characterize mass/balance properties for the proposed airframes. The data should include variation of mass/balance due to rocket motor thrust (full through empty propellant states). The specific data that shall be provided are:

- Mass
- Moment of inertia about roll, pitch and yaw axes
- Center of gravity locations

CDRL A037: DI-MISC-80508B, Technical Report-Study/Services / Mass/Balance Data

3.17.3 Rocket Motor Thrust Profiles. The contractor shall provide all data relating to characterization of the rocket motor thrust as a function of time, including specific impulse.

CDRL A038: DI-MISC-80508B, Technical Report-Study/Services /Rocket Motor Thrust Profiles

3.17.4 GN&C and Sensor Data. The contractor shall provide technical details of sensor suites for GN&C solutions, including arrangement or architecture for navigation algorithms (e.g. traditional Inertial Measurement Unit (IMU) architecture based on gyros and accelerometers or other non- traditional schemes). The contractor shall provide sensor error characteristics (bias, drift, scale factor, and random walk) for the selected or candidate grades of sensors, along with their expected calibration/alignment accuracies.

CDRL A039: DI-MISC-80508B, Technical Report-Study/Services /GN&C and Sensor Data

3.18 Security Classification. The Contractor is required to comply with the security requirements specified on Attachment 4 Contract Security Classification Specification, DD Form 254.

Section D - Packaging and Marking

PACKAGING/MARKING

D-1 CLIN 0100 – PERM E&MD

All packing shall be in compliance with MIL-STD-129P. The configurations shall be as specified in the SOW. The 42 test items shall be numbered 1 - 42 and labeled both on the projectile and on the packaging. The numbering, configurations and packaging shall consist of -

Round 1, Tactical Warhead, Inert rocket motor section (if applicable, and simulating a consumed motor), inert CAS. Packaging does not need to be final tactical packing however, must meet requirements for transportation to the government test facility.

Round 2, Tactical Warhead, Inert Rocket motor (if applicable and simulating an unconsumed rocket motor), Inert CAS, in Tactical Packaging.

Round 3, Inert Warhead, Live rocket motor (if applicable), Inert CAS, in Tactical Packaging.

Rounds 4 and 5, Live energetic components, in Tactical Packaging.

Rounds 6 - 32, All up live tactical rounds, in Tactical Packaging.

Rounds 33 - 42, All up live tactical rounds. Final tactical packaging is not required, however, it must meet requirements for transportation to the government test facility.

D-2 CLIN 0101 – Contract Data Requirements List (CDRLs)

All documentation deliverables under this contract shall be packaged and delivered in accordance with the instructions provided in each individual CDRL.

D-3 CLIN 0102 – Projectile Interface Device

All supply deliverables under this CLIN shall be prepared for delivery in accordance with MIL-STD-129P.

D-4 CLIN 0103 – Extractor Tool

All supply deliverables under this CLIN shall be prepared for delivery in accordance with MIL-STD-129P.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0100	Destination	Government	Destination	Government
010001	N/A	N/A	N/A	Government
010002	N/A	N/A	N/A	Government
0101	Destination	Government	Destination	Government
010101	N/A	N/A	N/A	Government
010102	N/A	N/A	N/A	Government
0102	Destination	Government	Destination	Government
010201	N/A	N/A	N/A	Government
010202	N/A	N/A	N/A	Government
0103	Destination	Government	Destination	Government
010301	N/A	N/A	N/A	Government
010302	N/A	N/A	N/A	Government
0104	Destination	Government	Destination	Government
010401	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-8 Inspection Of Research And Development Cost
Reimbursement

MAY 2001

Section F - Deliveries or Performance

DELIVERY SCHEDULE

SECTION F – DELIVERIES AND PERFORMANCE			
CLIN	QTY/UNIT	DESTINATION	DELIVERY/ PERIOD OF PERFORMANCE
0100	42	Naval Surface Warfare Center Dahlgren Ammunition Preparation 17349 Foster Road Suite 315 Bldg 455 Dahlgren, VA 22448-5158	24 Months After Contract Award
0101	Per DD Form 1423	Per DD Form 1423	Per DD Form 1423
0102	2	Naval Surface Warfare Center Dahlgren Ammunition Preparation 17349 Foster Road Suite 315 Bldg 455 Dahlgren, VA 22448-5158	24 Months After Contract Award
0103	2	Same as Above	24 Months After Contract Award
0104	1	Same as Above	24 Months After Contract Award

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

INCREMENTAL FUNDING TABLE

This table reflects current CLIN/SLIN funding, which is subject to the requirements of FAR 52.232-22 (Limitation of Funds). Funding allocations specific to cost and fee are also provided herein. The current figures are attributable to obligations executed via the **INITIAL AWARD**.

CLIN	TOTAL CPFF	Funding This Action			Previous Funding	Total Funded	Unfunded Balance
		Incremental	Cost	Fee			
0100	\$ 16,259,260						\$ 6,780,536.48
010001		\$ 4,007,371.40	\$ 3,794,859.28	\$ 212,512.12	\$ -	\$ 4,007,371.40	
010002		\$ 5,471,352.12	\$ 5,181,204.66	\$ 290,147.46	\$ -	\$ 5,471,352.12	
0101	\$ 492,574						\$ 205,416.23
010101		\$ 121,403.25	\$ 114,965.20	\$ 6,438.05	\$ -	\$ 121,403.25	
010102		\$ 165,754.52	\$ 156,964.51	\$ 8,790.01	\$ -	\$ 165,754.52	
0102	\$ 110,704						\$ 46,166.46
010201		\$ 27,284.89	\$ 25,837.96	\$ 1,446.93	\$ -	\$ 27,284.89	
010202		\$ 37,252.65	\$ 35,277.13	\$ 1,975.52	\$ -	\$ 37,252.65	
0103	\$ 4,531						\$ 1,889.56
010301		\$ 1,116.73	\$ 1,057.51	\$ 59.22	\$ -	\$ 1,116.73	
010302		\$ 1,524.71	\$ 1,443.86	\$ 80.86	\$ -	\$ 1,524.71	
0104	\$ 128,371						\$ -
010401		\$ 128,371.00	\$ 121,563.45	\$ 6,807.55	\$ -	\$ 128,371.00	
TOTAL	\$ 16,995,440	\$ 9,961,431.27			\$ -	\$ 9,961,431.27	\$ 7,034,008.73

ACCOUNTING AND APPROPRIATION DATA

AA: 1711319M7KE 252 67854 067443 2D C3098B

COST CODE: 2RCR1FY414G5

AMOUNT: \$4,285,547.27

CIN M6785412RCR1FY4010001: \$4,007,371.40

CIN M6785412RCR1FY4010101: \$121,403.25

CIN M6785412RCR1FY4010201: \$27,284.89

CIN M6785412RCR1FY4010301: \$1,116.73

CIN M6785412RCR1FY4010401: \$128,371.00

AB: 1721319M7KE 252 67854 067443 2D C3098B

COST CODE: 2RCR2EB714G5

AMOUNT: \$5,675,884.00

CIN M9545012RCR2EB7010002: \$5,471,352.12

CIN M9545012RCR2EB7010102: \$165,754.52

CIN M9545012RCR2EB7010202: \$37,252.65

CIN M9545012RCR2EB7010302: \$1,524.71

CLAUSES INCORPORATED BY REFERENCE

252.201-7000 Contracting Officer's Representative DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

252.204-0008 CONTRACT-WIDE: CONTRACTING OFFICER SPECIFIED ACRN ORDER. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified below:
ACRN Order

AA

AB

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Cost Voucher

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

The following is applicable only to the final delivery of hardware and data. The Inspection and Acceptance location for CLIN deliverables shall be at the location specified in Section F on the contract.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	M67854
Admin DoDAAC	S0305A
Inspect By DoDAAC	M67854
DCAA Auditor DoDAAC	HAA034

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

margot.haycook@usmc.mil
ronald.white1@usmc.mil
jean.m.taylor@dcma.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

John E Corrigan – john.corrigan@usmc.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

GOVERNMENT POINTS OF CONTACT

Listed below are the Government Points of Contact for this effort:

ROLE	NAME	ADDRESS	PHONE	EMAIL
Procuring Contracting Officer	Margot Haycook	MARCORSYSCOM 2200 Lester Street Quantico, VA 22134	(703) 432-3293	margot.haycook@usmc.mil
Administrative Contracting Officer	Jean Taylor	6221 S. Palo Verde Road Building M11/Mail Stop 10 Tucson, AZ 85706	520.545.6883	jean.m.taylor@dcma.mil
Contracting Officer's Representative	Major Ronald White	MARCORSYSCOM 2200 Lester Street Quantico, VA 22134	(703) 432-4120	ronald.white1@usmc.mil
Payment Office	DFAS - Columbus Center C/O West Entitlement Operations	P.O. BOX 182381 Columbus, OH 43218	(800) 756-4571	cco.vpis-mocas@dfas.mil

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
252.204-7000	Disclosure Of Information	DEC 1991
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994

CLAUSES INCORPORATED BY FULL TEXT

52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the

Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 7 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and

conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
 - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
 - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
 - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
 - (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
 - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
 - (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	APR 2008
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	FEB 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JAN 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-8	Fixed Fee	JUN 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9	Small Business Subcontracting Plan	JAN 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2010
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-25 Alt I	Prompt Payment (Oct 2008) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	AUG 2010
52.245-9	Use And Charges	AUG 2010
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	MAR 2011
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	MAR 2011

252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAR 2011
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2010
252.244-7001	Contractor Purchasing System Administration	MAY 2011
252.245-7002	Reporting Loss of Government Property	FEB 2011
252.245-7004	Reporting, Reutilization, and Disposal	AUG 2011
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation:

<http://farsite.hill.af.mil/vffara.htm>

Defense Federal Acquisition Regulation Supplement

<http://farsite.hill.af.mil/VFDFARA.HTM>

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF EXHIBITS/ATTACHMENTS

DOCUMENT	PGS	DATE	TITLE
Exhibit A	39	TBD	DD FORM 1423, Contract Data Requirements List (CDRLs)
Attachment 1	60	18 AUG 2011	Performance Specification PRF-PMM141/PERM
Attachment 2	05	N/A	Statement of Work entitled, PERM Demonstration Testing and Design Analysis
Attachment 3	05	TBD	DD254
Attachment 4	05	OCT 2011	PERM Security Classification Guide
Attachment 5	22	10 NOV 2011	Representations, Certifications and Other Statements of Offerors
Attachment 6	17	10 NOV 2011	Additional List of Technical Data/Software to be Delivered with less than Unlimited Rights
Attachment 7	24	29 SEP 2011	Comprehensive Small Business Subcontracting Plan
Attachment 8	02	10 NOV 2011	Government Furnished Property